

May 31, 2006

Chris McCarty
CheckCare Enterprise
8900 Greenway Commons Pkwy
Louisville, KY 40220

Via Certified Mail 7001 1940 0002 0984 7554

Re: Removal of Trade Marks

Dear Chris:

On or about November 2003, I became the plaintiff in a lawsuit filed against CheckCare Enterprises resulting from the Franchisor's failure to perform its duties according to the franchise agreement.

In September of 2005, CheckCare Enterprises began negotiations with Certegy for sale of the franchise business. In March 2006, CheckCare Enterprises began negotiations with Security Check for the sale of the franchise business. In March 2006, CheckCare Enterprises began negotiations with Telecheck for the sale of the Franchise business. It is apparent that it is the intention of CheckCare Enterprise to sell the franchise business. I have no intention of entering negotiation to sell my business at this time.

On or about February 2006, in reply to a request for technical assistance placed to the CheckCare Enterprises help desk, Patrick Huber, employee of CheckCare Enterprises informed Randy Bence that the business software utilized for the operation of the franchise business was unstable and had not received all of the updates that all of the other Franchise businesses received in the normal course of business. Mr. Huber advised that he would not be able to complete the task requested to the help desk due to the reasons cited previously. CheckCare Enterprises has failed to update my business software while updates have been given to other franchisees. CheckCare Enterprises has stated that my business software is unstable, leaving my ability to operate my business on a secure and stable platform with adequate software and back up in a questionable state at best.

On or about October 2003, CheckCare Enterprises was notified through certified mail that I would elect not to renew the CheckCare Franchise agreement. There are no current contracts between Susan Perlmutter and CheckCare Enterprises. CheckCare Enterprises has allowed the use of the CheckCare name since contract expiration without asking me to sign any agreement stipulating a term of time creating a month-to-month relationship for use of the trade name.

CheckCare Enterprise is unable to technically support my business software that is used to operate my business. In order to preserve, protect, and functionally operate my

business with stable, secure and operable software, as of June 1, 2006, S & D Holdings ceased to operate a CheckCare Franchise. We have immediately and permanently ceased to use any confidential information, procedures, techniques, service marks, logos, distinct business forms, slogans, signs associated with the Franchise business. Other than stated below, we have removed all customer lists, computer software programs data, records, and uncollected checks for any merchant that was placed as a USA account.

The server workstation has been left operable for the sole purpose of transmitting royalty information to the Franchisor on June 10 when due to the Franchisor. If this is not acceptable, please advise how CheckCare Enterprises would prefer to receive this information.

All ACH authorizations into any S & D Holdings, LLC bank account are hereby permanently revoked. Sums due and payable to CheckCare Enterprise for the last month of operation of the franchise business such as royalty, business development fees, monies collected on behalf of USA merchants will be sent to CheckCare Enterprises via certified to endure receipt. Please forward a detailed invoice for any BDF or administration fees due CheckCare Enterprises through May 31, 2006 to 4821 American Way #201, Memphis, TN 38118 to my attention.

Respectfully,

A handwritten signature in dark ink, appearing to read 'S. Perlmutter', with a stylized, cursive script.

Susan Perlmutter